

**INTERGOVERNMENTAL AGREEMENT
PRESCRIBED FIRE OPERATIONS
BETWEEN
COCONINO COUNTY
AND
CITY OF FLAGSTAFF**

The Scope of Work for this Intergovernmental Agreement ("Agreement") shall be performed by the City of Flagstaff Fire Department ("COF-FD"), on behalf of the City of Flagstaff ("COF"), for Coconino County, ("COUNTY").

Purpose – The purpose of the Agreement is to plan, conduct, and report on prescribed fire operations – both broadcast and slash/debris pile burning (each defined below) – on both the County-owned Rogers Lake Natural Area ("RLNA") and the Ft Tuthill County Park (FTCP) to reduce wildfire threat and to maintain/improve a healthy forest ecosystem.

I) Introduction

The forests of both the RLNA and FTCP support a multitude of values – all of which are at risk from wildfire and an unhealthy forest ecosystem. These include recreation, scenic values, watershed integrity, emotional and spiritual ties with the land, wildlife habitat, air quality, public confidence in government, public safety, structures and other infrastructure, and economic vitality.

COF-FD has extensive skills, knowledge, and experience in planning, permitting, conducting, and reporting on prescribed fire operations. The County owns the two parcels and wishes to reduce wildfire threat and ensure overall forest health and sustainability.

In general, annual operations (FY) will be dependent upon COUNTY funding allocated, and/or grant funds obtained and dedicated to, prescribed fire operations, as agreed-upon by both parties no later than Sept 1st of each year.

II) COF-FD shall:

- A) Develop and provide a *Prescribed Burn Plan* for both RLNA and FTCP to include both Broadcast and Pile burn operations (Addendum A).
- B) The Broadcast Burn component will detail on-site values and hazards, weather parameters, desired fire behavior, expected fire effects, smoke management actions, ignition sequences and patterns, contingency plans, and public notification requirements.
- C) The Pile Burn component will detail necessary site and weather conditions to reduce risk and actions to be taken to effectively consume the targeted piles.
- D) Secure necessary smoke management permits from AZ Dept of Environmental Quality ("ADEQ") and report accomplishments as required.

- E) Coordinate, direct, and conduct all burn operations using trained and supervised wildland fire personnel.
- F) Provide necessary orientation and any required training for all other parties, to include County sponsored volunteers and/or staff engaged in pre-ignition site preparation and post-fire monitoring.
- G) Coordinate with COUNTY staff regarding the timing of prescribed burn operations so that minimal disruption and/or interruption occurs to various entities conducting research or other natural resource management efforts or scheduled events on either the RLNA or FTCP sites.

III) COUNTY shall:

- A) Seek to obtain/allocate funds each year to permit any planned prescribed burn operations to be conducted by COF-PD to proceed as scheduled.
- B) Act as primary Point-of-Contact for any/all entities who are conducting research or other natural resource management efforts or events on either the RLNA or FTCP site, and provide reminder notifications of scheduled prescribed burns and time periods wherein such projects will not have access to either the RLNA or FTCP site for safety reasons, as recommended by COF-FD, during or immediately following any prescribed burn operations.
- C) Coordinate/implement any/all annual pre-ignition mitigation actions identified and required by COF-FD within the designated burn unit for that year.
- D) Notify COF-FD of any planned thinning operations or other activities that will result in debris/slash piles that are to be later burned by COF-FD before such work occurs, and ensure that all said debris/slash piles are piled in accordance with COF-FD standards as described in Addendum A.
- E) Assist COF-FD with post-fire monitoring actions as agreed upon with COF-FD.

IV) Description of Work

The areas included in this agreement include the entire RLNA and FTCP properties. Specifically –

Broadcast burning is the planned and documented ignition, holding, and monitoring of wildland fire, typically confined to ground debris fuels (needles, downed and dead wood, and scattered slash) over a predetermined area that has been previously prepared to receive fire (ex - control lines identified and/or established, heavy fuel concentrations isolated and/or broken-up, trees near control lines limbed upwards of 4-6 feet above ground level, dead standing trees that are to be retained have had adjacent ground fuels removed, etc). This type operation generally occurs in the spring and/or fall. The goal of each burn shall be to reduce accumulated natural fuels, recycle

nutrients, improve composition of understory vegetation, improve long-term forest health and restore the historical fire interval.

Pile burning is the planned ignition, holding, and monitoring of debris and slash that has previously been gathered into piles and allowed to dry for a sufficient time to ensure efficient consumption. Such work typically occurs during and immediately following a selective tree thinning and/or mechanical harvesting operation: subsequently, piles may be either hand-piles or mechanical piles. This type operation generally occurs during winter months when snow is present or during summer monsoon events. To reduce smoke emissions and facilitate efficient burn operations, all such piles are allowed to dry for a minimum of six (6) months before any ignition occurs. The goal of each burn shall be to reduce accumulated activity-generated debris fuels, and facilitate future broadcast burns.

Regardless of which type of prescribed burn operation is undertaken, it always occurs when current and projected site, fuel, weather, and staffing conditions permit. In addition, adequate consideration will be given to other events or issues on-site or in the area which may affect the operation itself. Working with designated County staff, each factor will be evaluated and interpreted by COF so as to safely and effectively meet operational requirements prior to any ignition.

V) Deliverables – Acres burned is the primary deliverable. For any given annual burn unit, a written operational plan that details any variance from the Burn Plan and/or details specific issues in that burn unit that need to be addressed shall be prepared by COF-FD and delivered to Coconino County no less than 30 days prior to the any planned ignition. Once any given burn operation is declared “out” by COF-FD, a copy of all documentation related to the deliverable (e.g. fire behavior forms, weather observation forms, burn request, permits, and accomplishment forms, and any photos/videos of the activity) shall be delivered to COUNTY, along with the invoice for said work, within thirty (30) days.

VI) Amount of Agreement – The total amount of reimbursement from the COUNTY to COF-FD for services rendered in any given Fiscal year, incurred under this Agreement, shall not exceed the amount made available by the County for Prescribed Fire operations for that given Fiscal year.

VII) Mutual Indemnification – Except as provided below and to the extent permitted by law, each party to this Agreement (as “Indemnitor”) agrees, to defend, indemnify, and hold harmless the other parties, and such party’s officers, officials, employees, agents, and directors (collectively, “Indemnitees”) from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, reasonable attorney fees and costs of defense and appellate appeal) herein referred to as “Claims”, but only to the extent that the negligence of the party directly caused the “claims”.

VIII) Employment Status –

- A) Each party to this agreement will be solely responsible for the acts and omissions of its officers, agents, servants and employees. Each party is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.
- B) Each party will operate as an independent entity and none of the employees of the one are considered employees of the other. Employees of either the City of Flagstaff or the County working under this agreement are not eligible for the other's group health insurance or any other benefits.
- C) Each party will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

IX) Designated Officer and Authority – Authority to enter into this Agreement for COF (to include COF-FD) is upon approval of the Council for the City of Flagstaff through its Mayor, and for the COUNTY upon approval of the Board of Supervisors through its Chair.

X) Financial and Performance Reporting Requirements

- A) For the duration of this agreement, costs are as follows:
 - Broadcast burning - \$100/acre for 80 acres or less
\$75/acre for 81+ acres
NOTE: Add \$20/acre for either if COF-FD is responsible for any pre-ignition site preparation related work.
 - Pile burning - \$40/acre
- B) COF shall submit reimbursement requests and performance reports upon completion of each annual burn operation.
- C) If any Federal pass-through funds are allocated to this work by the County, then a closeout audit shall be conducted in accordance with the Single Audit Act of 1984, Public Law 98-502, 98 Stat 2327 (1984; codified at 31 V.S.C., 7501-7507).

IX) Program Performance Requirements

This agreement shall remain effective until December 31, 2020. The costs primarily follow the amount of personnel time spent on the project, and the equipment and supplies necessary to complete the proposed tasks.

All COF-FD work and products shall be prepared under the direction of the Wildland Fire Management Officer COF-FD or designee. The majority of the work to be performed is implementation of annual burn projects and shall be conducted by COF-FD Wildland Fire Management staff, assisted by other qualified personnel as required for each specific operation.

X) Correspondence and Administration

- A. COUNTY shall address all correspondence and notices relative to this Agreement to the attention of:
Stacey Brechler-Knaggs, Grants Manager
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001
Telephone: (928) 213-2227
Fax: (928) 213-2599
e-mail: **sknaggs@flagstaffaz.gov**
- B. COF shall address all correspondence and notices relative to this Agreement to the attention of:
Dustin Woodman
Parks and Recreation Director
Coconino County, AZ
Telephone: (928) 679-8004
Fax: (928) 6774-2572
e-mail: **dwoodman@coconino.az.gov**
- C. The representative for the COUNTY to serve as point of contact for the administration of the scope of work is:
Geoffrey Gross
Coconino County Parks and Recreation
Natural Resource Supervisor
Telephone: 928-310-4798
Fax: 928-913-0068
e-mail: **ggross@coconino.az.gov**
- D. The representative for the COF-FD to serve as point of contact for the administration of the scope of work is:
Paul Summerfelt
Wildland Fire Management Officer
Flagstaff Fire Dept
211 W. Aspen
Flagstaff, AZ 86001
Telephone: (928) 213-2509
Fax: (928) 213-2599
e-mail: **psummerfelt@flagstaffaz.gov**

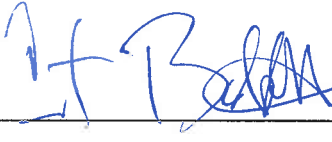
XI) Entire Agreement

This agreement constitutes the entire Agreement between the parties and no waiver of any right, agreement, or conditions herein and no modifications hereof shall be binding upon either of the parties hereto unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

FOR AND ON BEHALF OF THE COUNTY:

FOR AND BEHALF OF THE CITY OF FLAGSTAFF:

 2/16/16

Signature of Authorized Individual Date

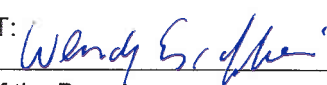
Art Babbott

Printed Name
Chair, Board of Supervisors

219 E Cherry Ave, Flagstaff AZ 86001

Address

ATTEST:


Clerk of the Board
Wendy Escoffier

APPROVED AS TO FORM

This 16th day Feb, 2016

By 
Deputy County Attorney

Signature of Authorized Individual Date

Printed Name
Mayor

Address

ATTEST:

City Clerk

APPROVED AS TO FORM

This ____ day ____, 2016

By
City Attorney